

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

PFSS 2020 HOLDING COMPANY, LLC,

Plaintiff,

-against-

FINDLAY ESTATES, LLC, SHEINDY GRUNHUT,
COHLER FUEL OIL COMPANY, INC., and JOHN
DOES 1-0, the names of the last 50 Defendants, being
fictitious and unknown to Plaintiff, such persons or
parties being intended to designate parties with liens
that are subject and subordinate to the lien of the
mortgage being foreclosed herein and tenants, lessees,
or occupants of portions of the mortgaged premises
described in the Complaint, THE CITY OF NEW
YORK, NEW YORK CITY ENVIRONMENTAL
CONTROL BOARD, TAMID LLC, and NEW YORK
CITY DEPARTMENT OF HOUSING
PRESERVATION AND DEVELOPMENT,

Defendants.

Civil Action No. 1:20-cv-08884 (PAE) (SN)

ORDER

WHEREAS, on or about October 23, 2020, the predecessor-in-interest of Plaintiff PFSS 2020 Holding Company, LLC (“Plaintiff”) initiated this action with the filing of a Complaint dated October 23, 2020 (the “Original Complaint”) [Dkt No. 1];

WHEREAS, the Original Complaint asserts three causes of action, namely: Count I for Foreclosure on Real Property; Count II for Recourse Liability against Defendant Findlay Estates, LLC (“Findlay”); and Count III for Enforcement of the Guaranty against Defendant Sheindy Grunhut (“Grunhut”).

WHEREAS, on or about February 10, 2020, Findlay and Grunhut (collectively, the “Borrower Defendants”) interposed certain defenses and claims by filing an Answer with Affirmative Defenses and Counterclaims (the “Original Answer”) [Dkt No. 51];

WHEREAS, on or about May 28, 2021, Plaintiff filed a First Amended Complaint dated May 28, 2021 (the “Amended Complaint”) [Dkt No. 75];

WHEREAS, the Amended Complaint, asserts the same three causes of action as the Original Complaint, namely: Count I for Foreclosure on Real Property; Count II for Recourse Liability against Findlay; and Count III for Enforcement of the Guaranty against Grunhut.

WHEREAS, on or about July 26, 2021, the Borrower Defendants interposed certain defenses to the Amended Complaint by filing an Amended Answer with Affirmative Defenses (the "Amended Answer") [Dkt No. 91];

WHEREAS, on or about August 9, 2021, the Borrower Defendants informed the Court that they are withdrawing their defenses and will no longer defend against the claims asserted in the captioned action [Dkt Nos. 96 & 97];

WHEREAS, to allow this matter to proceed to foreclosure judgment and sale as quickly as possible, Plaintiff has agreed to withdraw, on a strictly without prejudice basis and with a full reservation of all rights, Counts II and III of the Amended Complaint, while proceeding to Judgment on Count I of the Amended Complaint;

NOW, ON THIS 7th **DAY OF** October, 2021;

IT IS HEREBY ORDERED as follows:

- (1) Borrower Defendants have withdrawn their Original Answer and their Amended Answer and have waived any and all defenses and claims arising out of or in any way relating to Count I of Original Complaint and the Amended Complaint;
- (2) Plaintiff hereby withdraws without prejudice, and with a full reservation of rights, all claims arising out of or relating to Counts II and III of the Amended Complaint, and also reserves any and all rights with respect to any and all other claims or defenses against the Borrower Defendants and/or any other person or entity;
- (3) PFSS is hereby awarded a default judgment against the Borrower Defendants with respect to the claims asserted in Count I of the Amended Complaint, which will be reflected by the Judgment of Foreclosure and Sale to be entered by the Court;

SO ORDERED:

Paul A. Englemayer
Paul A. Englemayer, U.S.D.J.